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JUN 13 2005

Legal Dept

HUBERT JONES,

Plaintiff,

vs.

CIVIL ACTION NO. 05-D-

DAVID JONES;  
 MIKE SHAD CHRYSLER P/J/E; and  
 A-Z, being persons, partnerships or corporations  
 names that are otherwise unknown but will be  
 added by amendment when ascertained,

Defendants.

COMPLAINT  
PARTIES

1. Plaintiff, Hubert Jones, is over the age of nineteen and resided in Kokomo, Indiana and Midland City, Alabama at all times made reference to in the Complaint.
2. Defendant, David Jones, is over the age of nineteen and resided in Jacksonville, Florida at all times made reference to in the Complaint. This Defendant will hereinafter be referred to as Defendant Jones.
3. Defendant, Mike Shad Chrysler P/J/E, is a domestic corporation with principal places of business located in Jacksonville, Florida and was conducting business in Jacksonville, Florida at all times referred to in this complaint. This Defendant will hereinafter be referred to as Defendant Dealer.
4. Defendants, A-Z are those individuals; GP, LP Corporations or other legal entities who were involved in the sale or financing of the 1997 Dodge Intrepid, VIN# 2B3HD46TXVH742828 who in any way dealt with the individual David Jones in purchasing said vehicle who at anytime reported derogatory information to any credit bureau regarding Plaintiff, Hubert Jones; who failed and refused to correct credit bureau records when notified of erroneous information .

FACTS

5. Plaintiff currently resides at 156 Daniel St., Midland City, Alabama. His date of birth is January 1, 1938. His Social Security number is 416-48-5815. At times referred to in the Complaint the Plaintiff resided at 320 E. Broadway, Kokomo, Indiana.

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6. On or about July 27, 1998, A 1997 Dodge Intrepid, VIN Number 2B3HD46TXVH742829, was sold by Mike Shad to a person purporting to be Hubert Jones. Said vehicle was financed by Daimler Chrysler Service North America LLC , account number 56143850, for the purchase of an automobile (1997 Dodge Intrepid, VIN) in the amount of \$18,100.00, using the Plaintiff's social security number and credit worthiness. The person assuming the identity of the Plaintiff, Hubert Jones, forged the Plaintiff's name on the contract. When the contract went into default, Daimler Chrysler Service North America LLC sued the Plaintiff on the contract in the Circuit Court of Dale County, Alabama. When the Plaintiff satisfied Daimler Chrysler Service North America LLC that he was not a party to the contract, the lawsuit was dismissed. The Plaintiff requested that Daimler Chrysler Service North America LLC correct his credit bureau report. Daimler Chrysler Service North America LLC failed and refused to do so resulting in the Plaintiff being denied credit and incurring severe mental distress, and was embarrassed, humiliated and suffered damage to his reputation.
7. On or about July 27, 1998, Defendant, Mike Shad Chrysler P/J/E, executed a purchase agreement with an individual using the alias Hubert Jones and his social security number and credit worthiness for a 1997 Dodge Intrepid in the amount of \$18,100.00. Upon, discovery the Plaintiff notified the Defendant Finance Company that the account was not his, he had never purchased a 1997 Dodge Intrepid. The Plaintiff was promised that the matter would be corrected. The Plaintiff relied upon the representation but discovered that said representation was false.
8. On or about July 27, 1998, Defendant, Mike Shad Chrysler P/J/E, executed a purchase agreement with an individual using the alias Hubert Jones and his social security number and credit worthiness for a 1997 Dodge Intrepid in the amount of \$18,100.00. Upon, discovery the Plaintiff notified the Finance Company that the account was not his, he had never purchased a 1997 Dodge Intrepid. The Plaintiff was promised that the matter would be corrected. The Plaintiff relied upon the representation but discovered that said representation was false.
9. On or about July 27, 1998, Daimler Chrysler Service North America LLC extended a loan in the amount of \$18,100.00, account number 56143850 for the purchase of an automobile (Dodge Intrepid) to an individual using the alias Hubert Jones and his social security number and credit worthiness. Upon discovery, the Plaintiff notified the Finance Company that the account was not his and was promised that the matter would be corrected. The Plaintiff relied upon the representation but discovered that said representation was false.

COUNT I: CONVERSION, ISSUING A FALSE FINANCIAL STATEMENT,  
IMPERSONATION

10. Plaintiff restates and realleges all previous paragraphs as if set out herein in full.
11. On or about July 27, 1998, Defendant David Jones and/or Fictitious Parties A-Z converted the social security number and credit worthiness of Plaintiff.
12. Defendant, David Jones, knowingly made a written instrument which purported to describe his financial condition or his financial ability, which was inaccurate, while knowing it was inaccurate and in fact while representing himself to be another individual, the Plaintiff, Hubert Jones.
13. The other named Defendants aided and abetted in this criminal behavior by negligently failing to inquire as to the accuracy of the information provided by the individual assuming the Plaintiff's social security number and credit worthiness. The named Defendants failed to ask for proper identification or social security card.
14. The Defendant, David Jones, assumed a false identity, that of the Plaintiff, Hubert Jones, with the intent of gaining an economic benefit for himself and to injure or defraud another.
15. As a result of the false financial statements, Plaintiff Hubert Jones was harmed in that his credit worthiness was destroyed, collection efforts began against him, a lawsuit was filed against him in Dale County, Alabama bearing the case no.:DV04-241, he was caused to suffer severe mental distress, and was denied credit applied for rightfully, and was embarrassed, humiliated and suffered damage to his reputation.
16. Plaintiff claims punitive damages of the Defendants because of the Defendants' willful and oppressive neglect.

WHEREFORE, Plaintiff demands judgment against Defendants in the sum of Five Hundred Thousand Dollars (\$500,000.00), attorneys fees, costs and such other relief as the Court may deem proper.

COUNT II: OUTRAGE

17. Plaintiff restates and realleges all previous paragraphs as if set out herein in full.
18. Since Plaintiff's discovery of the entries on his credit bureau report, Defendant Daimler Chrysler Service North America LLC, Defendant, Mike

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Shad Chrysler P/J/E and Fictitious Parties A-Z have recklessly caused Plaintiff to suffer emotional distress by failing and refusing to correct the credit bureau report entries

19. Defendant Daimler Chrysler Service North America LLC, Defendant Mike Shad Chrysler P/J/E and Fictitious Parties A-Z said actions toward the Plaintiff are so outrageous in character, and so extreme in degree as to go beyond all possible bounds of decency, and are atrocious and utterly intolerable in a civilized society.
20. The emotional distress that Defendant Daimler Chrysler Service North America LLC, Defendant Mike Shad Chrysler P/J/E and Fictitious Parties A-Z have cause the Plaintiff to suffer was so severe that no reasonable person could be expected to endure it.
21. The Plaintiff claims punitive damages of the Defendants.

WHEREFORE, Plaintiff demands judgment against all Defendants in the sum of Five Hundred Thousand Dollars (\$500,000.00), attorneys fees, plus costs.

COUNT III: FRAUD

22. Plaintiff restates and realleges all previous paragraphs as if set out herein in full.
23. This action is brought pursuant to the Code of Alabama, 1975, 6-5-100 and 6-5-101.
24. Defendant, David Jones, represented himself to be Hubert Jones and has represented his social security number to be 416-48-5815.
25. Said representations were false and Defendant David Jones knew they were false, and were made intending the Defendant Dealer and Fictitious Parties A-Z should rely upon them. Defendant Dealer had a duty to insure the identity of their customer and failed and refused to do so.
26. As a proximate result of said fraud, the Plaintiff was caused to suffer the following damages: his credit worthiness was destroyed, a lawsuit was brought against him by Daimler Chrysler Service North America LLC, he was caused to suffer severe mental distress, and was denied credit applied for rightfully.
27. Plaintiff claims punitive damages of the Defendant, David Jones, Defendant Dealer, and Fictitious Parties A-Z because of the intentional or gross and reckless nature of the fraud.

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WHEREFORE, Plaintiff demands Judgment against all of the Defendants in the sum of Five Hundred Thousand Dollars (\$500,000.00), attorneys fees, costs and such other amounts as the Court may deem proper.

**COUNT IV: INVASION OF PRIVACY**

28. Plaintiff restates and realleges all previous paragraphs as if set out herein in full.
29. On or about July 27, 1998 and continuously since that date, Defendants, David Jones, Defendant Dealer and Fictitious Parties A-Z invaded the Plaintiff's privacy by initiating and performing a credit search upon the Plaintiff's credit history based upon Plaintiff's social security number.
30. On or about July 27, 1998 and since that date, the Defendant David Jones wrongfully appropriated or exploited the Plaintiff's personality in that he impersonated the Plaintiff for purposes of obtaining credit and thereby invaded the Plaintiff's privacy. Defendant Dealer and Fictitious Parties A-Z assisted in the exploitation when they negligently failed to insure the accuracy of Defendant, David Jones' representations and identity.
31. On or about July 27, 1998, and continuously since that date, the Defendants wrongfully intruded into the Plaintiff's private activities so as to outrage or cause mental suffering, shame or humiliation to a person of ordinary sensibilities in that Defendant Jones impersonated Plaintiff for purposes of obtaining credit, failed and refused to pay the obligations incurred in the Plaintiff's name and caused Plaintiff's credit worthiness to be damaged. Defendant Dealer and Fictitious Parties A-Z initiated credit inquiries to the credit bureaus causing notations to be made on Plaintiff's file resulting in a decreased rating.
32. The Plaintiff as the proximate consequence of the said invasion of Plaintiff's privacy was caused to suffer the following injuries and damages: shame, humiliation, embarrassment, damage to reputation, and gain to the Defendants, from unlawful exploitation of Plaintiff's likeness.
33. Plaintiff claims punitive damages of the Defendants because of the gross and oppressive and willful nature of the Defendants' conduct.

WHEREFORE, Plaintiff demands judgment against Defendants in the sum of Five Hundred Thousand Dollars (\$500,000.00), attorneys fees, costs, and such other relief as the Court may deem proper.

**COUNT V: NEGLIGENCE**

34. Plaintiff restates and realleges all previous paragraphs as if set out herein in full.

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35. On or about July 27, 1998 and subsequent to that date, the Plaintiff was injured as to the proximate result and cause of Defendant, David Jones impersonating Plaintiff for the purposes of obtaining credit in his name and Defendant Dealer's failure to confirm the identity of the Defendant Jones.
36. All Defendants were negligent in that, although they had a duty to insure the identity of the individual applying for credit, they failed and refused to ask for proper identification, issued credit to Defendant, David Jones, in Plaintiff's name and under his social security number; and instigated collection efforts when Defendant, David Jones, failed and refused to pay the credit obligations resulting in negative credit reports being issued regarding the Plaintiff, credit being denied the Plaintiff, and the Plaintiff suffering severe emotional distress, embarrassment, humiliation, and damage to his reputation in the community.
37. All of these damages were the proximate result of the Defendants' negligence.

WHEREFORE, Plaintiff demands judgment against all Defendants in the sum of Five Hundred Thousand Dollars (\$500,000.00), attorney's fees, costs, and such other relief as the Court may deem proper.

Respectfully submitted this the 3rd day of June, 2005.

Donna C. Crooks  
 Donna C. Crooks  
 Attorney for Plaintiff  
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Plaintiff Demands trial by jury.

Donna C. Crooks  
 OF COUNSEL

FILED
DALE COUNTY, AL
JUN - 7 2005
MARY BLUDSWORTH CIRCUIT CLERK

Serve Defendants at:

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Jacksonville, FL 32210

Kenneth B. Rollin  
Agent of:  
Mike Shad Chrysler Plymouth Jeep Eagle, Inc.  
110 SE 6<sup>th</sup> St.  
20<sup>th</sup> Floor  
Ft. Lauderdale, FL 33301